

1 ROBERT J. YORIO (SBN 93178)
2 yorio@carrferrell.com
3 CHRISTINE S. WATSON (SBN 218006)
4 cwatson@carrferrell.com
5 CARR & FERRELL LLP
6 2200 Geng Road
7 Palo Alto, California 94303
8 Telephone: (650) 812-3400
9 Facsimile: (650) 812-3444

10 Attorneys for Plaintiff and Counter-Defendant
11 NORCAL WASTE SYSTEMS, INC.

12 PATRICK T. MICHAEL (SBN) 169745
13 pmichael@nixonpeabody.com
14 MARCIE A. KEENAN (SBN) 177939
15 mkeenan@nixonpeabody.com
16 NIXON PEABODY LLP
17 One Embarcadero Center, Floor 18
18 San Francisco, California 94111
19 Telephone: (415) 984-8200
20 Fax: (415) 984-8300

21 Attorneys for Defendant and Counter-Claimant
22 APROPOS TECHNOLOGY, INC.

23
24 UNITED STATES DISTRICT COURT
25
26 NORTHERN DISTRICT OF CALIFORNIA
27
28 OAKLAND DIVISION

29 NORCAL WASTE SYSTEMS, INC., a
30 California corporation,

31 CASE NO. C 06-3410 CW

32 Plaintiff,

33 STIPULATED PROTECTIVE ORDER

34 v.

35 APROPOS TECHNOLOGY, INC., an Illinois
36 corporation; and DOES 1 through 50, inclusive,

37 Defendants.

38 AND RELATED CROSS ACTION.

39
40 IT IS HEREBY STIPULATED by and between the parties hereto, through their respective
41 counsel, that the following agreement may be entered by the Court as an order governing the
42 discovery of "Confidential Information" as defined below:

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production of
 3 confidential, proprietary, or private information for which special protection from public disclosure
 4 and from use for any purpose other than prosecuting this litigation would be warranted.
 5 Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated
 6 Protective Order. The parties acknowledge that this Order does not confer blanket protections on
 7 all disclosures or responses to discovery and that the protection it affords extends only to the
 8 limited information or items that are entitled under the applicable legal principles to treatment as
 9 confidential. The parties further acknowledge, as set forth in Section 10, below, that this Stipulated
 10 Protective Order creates no entitlement to file confidential information under seal; Civil Local Rule
 11 79-5 sets forth the procedures that must be followed and reflects the standards that will be applied
 12 when a party seeks permission from the court to file material under seal.

13

14 2. DEFINITIONS

15 2.1 Party: any party to this action, including all of its officers, directors, employees,
 16 consultants, retained experts, and outside counsel (and their support staff).

17 2.2 Disclosure or Discovery Material: all items or information, regardless of the
 18 medium or manner generated, stored, or maintained (including, among other things, testimony,
 19 transcripts, or tangible things) that are produced or generated in disclosures or responses to
 20 discovery in this matter.

21 2.3 “Confidential” Information or Items: information (regardless of how generated,
 22 stored or maintained) or tangible things that qualify for protection under standards developed under
 23 F.R.Civ.P. 26(c).

24 2.4 “Highly Confidential – Attorneys’ Eyes Only” Information or Items: extremely
 25 sensitive “Confidential Information or Items” whose disclosure to another Party or nonparty would
 26 create a substantial risk of serious injury that could not be avoided by less restrictive means.

27 2.5 Receiving Party: a Party that receives Disclosure or Discovery Material from a
 28 Producing Party.

1 2.6 Producing Party: a Party or non-party that produces Disclosure or Discovery
2 Material in this action.

3 2.7 Designating Party: a Party or non-party that designates information or items that it
4 produces in disclosures or in responses to discovery as "Confidential" or "Highly Confidential —
5 Attorneys' Eyes Only."

6 2.8 Protected Material: any Disclosure or Discovery Material that is designated as
7 "Confidential" or as "Highly Confidential – Attorneys' Eyes Only."

8 2.9 Outside Counsel: attorneys who are not employees of a Party but who are retained
9 to represent or advise a Party in this action.

10 2.10 House Counsel: attorneys who are employees of a Party.

11 2.11 Counsel (without qualifier): Outside Counsel and House Counsel (as well as their
12 support staffs).

13 2.12 Expert: a person with specialized knowledge or experience in a matter pertinent to
14 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
15 consultant in this action and who is not a past or a current employee of a Party or of a competitor of
16 a Party's and who, at the time of retention, is not anticipated to become an employee of a Party or a
17 competitor of a Party's. This definition includes a professional jury or trial consultant retained in
18 connection with this litigation.

19 2.13 Professional Vendors: persons or entities that provide litigation support services
20 (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations; organizing,
21 storing, retrieving data in any form or medium; etc.) and their employees and subcontractors.

22
23 3. SCOPE

24 The protections conferred by this Stipulation and Order cover not only Protected Material
25 (as defined above), but also any information copied or extracted therefrom, as well as all copies,
26 excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations by
27 parties or counsel to or in court or in other settings that might reveal Protected Material.

28 ///

1 4. DURATION

2 Even after the termination of this litigation, the confidentiality obligations imposed by this
3 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
4 otherwise directs.

5

6 5. DESIGNATING PROTECTED MATERIAL

7 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or
8 non-party that designates information or items for protection under this Order must take care to
9 limit any such designation to specific material that qualifies under the appropriate standards. A
10 Designating Party must take care to designate for protection only those parts of material,
11 documents, items, or oral or written communications that qualify – so that other portions of the
12 material, documents, items, or communications for which protection is not warranted are not swept
13 unjustifiably within the ambit of this Order.

14 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown
15 to be clearly unjustified, or that have been made for an improper purpose (e.g., to unnecessarily
16 encumber or retard the case development process, or to impose unnecessary expenses and burdens
17 on other parties), expose the Designating Party to sanctions.

18 If it comes to a Party's or a non-party's attention that information or items that it designated
19 for protection do not qualify for protection at all, or do not qualify for the level of protection
20 initially asserted, that Party or non-party must promptly notify all other parties that it is
21 withdrawing the mistaken designation.

22 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see,
23 e.g., second paragraph of section 5.2(a), below), or as otherwise stipulated or ordered, material that
24 qualifies for protection under this Order must be clearly so designated before the material is
25 disclosed or produced.

26 Designation in conformity with this Order requires:

27 (a) for information in documentary form (apart from transcripts of depositions or
28 other pretrial or trial proceedings), that the Producing Party affix the legend "CONFIDENTIAL" or

1 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" at the top of each page that contains
 2 protected material. If only a portion or portions of the material on a page qualifies for protection,
 3 the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate
 4 markings in the margins) and must specify, for each portion, the level of protection being asserted
 5 (either "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY").

6 A Party or non-party that makes original documents or materials available for
 7 inspection need not designate them for protection until after the inspecting Party has indicated
 8 which material it would like copied and produced. During the inspection and before the
 9 designation, all of the material made available for inspection shall be deemed "HIGHLY
 10 CONFIDENTIAL – ATTORNEYS' EYES ONLY." After the inspecting Party has identified the
 11 documents it wants copied and produced, the Producing Party must determine which documents, or
 12 portions thereof, qualify for protection under this Order, then, before producing the specified
 13 documents, the Producing Party must affix the appropriate legend ("CONFIDENTIAL" or
 14 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY") at the top of each page that
 15 contains Protected Material. If only a portion or portions of the material on a page qualifies for
 16 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making
 17 appropriate markings in the margins) and must specify, for each portion, the level of protection
 18 being asserted (either "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'
 19 EYES ONLY").

20 (b) for testimony given in deposition or in other pretrial or trial proceedings,
 21 that the Party or non-party offering or sponsoring the testimony identify on the record, before the
 22 close of the deposition, hearing, or other proceeding, all protected testimony, and further specify
 23 any portions of the testimony that qualify as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
 24 ONLY." When it is impractical to identify separately each portion of testimony that is entitled to
 25 protection, and when it appears that substantial portions of the testimony may qualify for
 26 protection, the Party or non-party that sponsors, offers, or gives the testimony may invoke on the
 27 record (before the deposition or proceeding is concluded) a right to have up to 20 days to identify
 28 the specific portions of the testimony as to which protection is sought and to specify the level of

1 protection being asserted ("CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'
 2 EYES ONLY"). Only those portions of the testimony that are appropriately designated for
 3 protection within the 20 days shall be covered by the provisions of this Stipulated Protective Order.

4 Transcript pages containing Protected Material must be separately bound by the
 5 court reporter, who must affix to the top of each such page the legend "CONFIDENTIAL" or
 6 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," as instructed by the Party or
 7 nonparty offering or sponsoring the witness or presenting the testimony.

8 (c) for information produced in some form other than documentary, and for
 9 any other tangible items, that the Producing Party affix in a prominent place on the exterior of the
 10 container or containers in which the information or item is stored the legend "CONFIDENTIAL" or
 11 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." If only portions of the information
 12 or item warrant protection, the Producing Party, to the extent practicable, shall identify the
 13 protected
 14 portions, specifying whether they qualify as "Confidential" or as "Highly Confidential – Attorneys'
 15 Eyes Only."

16 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
 17 designate qualified information or items as "Confidential" or "Highly Confidential – Attorneys'
 18 Eyes Only" does not, standing alone, waive the Designating Party's right to secure protection under this
 19 Order for such material. If material is appropriately designated as "Confidential" or "Highly
 20 Confidential – Attorneys' Eyes Only" after the material was initially produced, the Receiving Party,
 21 on timely notification of the designation, must make reasonable efforts to assure that the material is
 22 treated in accordance with the provisions of this Order.
 23

24
 25 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

26 6.1 Timing of Challenges. Unless a prompt challenge to a Designating Party's
 27 confidentiality designation is necessary to avoid foreseeable substantial unfairness, unnecessary
 28 economic burdens, or a later significant disruption or delay of the litigation, a Party does not waive

1 its right to challenge a confidentiality designation by electing not to mount a challenge promptly
 2 after the original designation is disclosed.

3 6.2 Meet and Confer. A Party that elects to initiate a challenge to a Designating
 4 Party's confidentiality designation must do so in good faith and must begin the process by
 5 conferring directly (in voice to voice dialogue; other forms of communication are not sufficient)
 6 with counsel for the Designating Party. In conferring, the challenging Party must explain the basis
 7 for its belief that the confidentiality designation was not proper and must give the Designating Party
 8 an opportunity to review the designated material, to reconsider the circumstances, and, if no change
 9 in designation is offered, to explain the basis for the chosen designation. A challenging Party may
 10 proceed to the next stage of the challenge process only if it has engaged in this meet and confer
 11 process first.

12 6.3 Judicial Intervention. A Party that elects to press a challenge to a confidentiality
 13 designation after considering the justification offered by the Designating Party may file and serve a
 14 motion under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) that
 15 identifies the challenged material and sets forth in detail the basis for the challenge. Each such
 16 motion must be accompanied by a competent declaration that affirms that the movant has complied
 17 with the meet and confer requirements imposed in the preceding paragraph and that sets forth with
 18 specificity the justification for the confidentiality designation that was given by the Designating
 19 Party in the meet and confer dialogue.

20 The burden of persuasion in any such challenge proceeding shall be on the Designating
 21 Party. Until the court rules on the challenge, all parties shall continue to afford the material in
 22 question the level of protection to which it is entitled under the Producing Party's designation.

23 7. ACCESS TO AND USE OF PROTECTED MATERIAL

24 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
 25 produced by another Party or by a non-party in connection with this case only for prosecuting,
 26 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
 27 the categories of persons and under the conditions described in this Order. When the litigation has
 28 been terminated, a Receiving Party must comply with the provisions of section 11, below (FINAL

1 DISPOSITION).

2 Protected Material must be stored and maintained by a Receiving Party at a location and in
3 a secure manner that ensures that access is limited to the persons authorized under this Order.

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by
5 the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
6 information or item designated CONFIDENTIAL only to:

7 (a) the Receiving Party’s Outside Counsel of record in this action, as well as
8 employees of said Counsel to whom it is reasonably necessary to disclose the information for this
9 litigation and who have signed the “Agreement to Be Bound by Protective Order” that is attached
10 hereto as Exhibit A;

11 (b) the officers, directors, and employees (including House Counsel) of the
12 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed
13 the “Agreement to Be Bound by Protective Order” (Exhibit A);

14 (c) experts (as defined in this Order) of the Receiving Party to whom disclosure is
15 reasonably necessary for this litigation and who have signed the “Agreement to Be Bound by
16 Protective Order” (Exhibit A);

17 (d) the Court and its personnel;

18 (e) court reporters, their staffs, and professional vendors to whom disclosure is
19 reasonably necessary for this litigation and who have signed the “Agreement to Be Bound by
20 Protective Order” (Exhibit A);

21 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
22 necessary and who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A).

23 Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material
24 must be separately bound by the court reporter and may not be disclosed to anyone except as
25 permitted under this Stipulated Protective Order.

26 (g) the author of the document or the original source of the information.

27 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

28 Information or Items. Unless otherwise ordered by the court or permitted in writing by the

1 Designating Party, a Receiving Party may disclose any information or item designated "HIGHLY
2 CONFIDENTIAL – ATTORNEYS' EYES ONLY" only to:

3 (a) the Receiving Party's Outside Counsel of record in this action, as well as
4 employees of said Counsel to whom it is reasonably necessary to disclose the information for this
5 litigation and who have signed the "Agreement to Be Bound by Protective Order" that is attached
6 hereto as Exhibit A;

7 (b) House Counsel of a Receiving Party (to whom disclosure is reasonably
8 necessary) and (2) who has signed the "Agreement to Be Bound by Protective Order" that is
9 attached hereto as Exhibit A;

10 (c) Experts (as defined in this Order) (1) to whom disclosure is reasonably necessary
11 for this litigation, (2) who have signed the "Agreement to Be Bound by Protective Order" (Exhibit
12 A), and (3) as to whom the procedures set forth in paragraph 7.4, below, have been followed;

13 (d) the Court and its personnel;

14 (e) court reporters, their staffs, and professional vendors to whom disclosure is
15 reasonably necessary for this litigation and who have signed the "Agreement to Be Bound by
16 Protective Order" (Exhibit A); and

17 (f) the author of the document or the original source of the information.

18 7.4 Procedures for Approving Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
19 ONLY" Information or Items to "Experts"

20 (a) Unless otherwise ordered by the court or agreed in writing by the Designating
21 Party, a Party that seeks to disclose to an "Expert" (as defined in this Order) any information or
22 item that has been designated "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" first
23 must make a written request to the Designating Party that (1) identifies the specific HIGHLY
24 CONFIDENTIAL information that the Receiving Party seeks permission to disclose to the Expert,
25 (2) sets forth the full name of the Expert and the city and state of his or her primary residence, (3)
26 attaches a copy of the Expert's current resume, (4) identifies the Expert's current employer(s), (5)
27 identifies each person or entity from whom the Expert has received compensation for work in his or
28 her areas of expertise or to whom the expert has provided professional services at any time during

1 the preceding five years, and (6) identifies (by name and number of the case, filing date, and
2 location of court) any litigation in connection with which the Expert has provided any professional
3 services during the preceding five years.

4 (b) A Party that makes a request and provides the information specified in the
5 preceding paragraph may disclose the subject Protected Material to the identified Expert unless,
6 within seven court days of delivering the request, the Party receives a written objection from the
7 Designating Party. Any such objection must set forth in detail the grounds on which it is based.

8 (c) A Party that receives a timely written objection must meet and confer with the
9 Designating Party (through direct voice to voice dialogue) to try to resolve the matter by
10 agreement. If no agreement is reached, the Party seeking to make the disclosure to the Expert may
11 file a motion as provided in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if
12 applicable) seeking permission from the court to do so. Any such motion must describe the
13 circumstances with specificity, set forth in detail the reasons for which the disclosure to the Expert
14 is reasonably necessary, assess the risk of harm that the disclosure would entail and suggest any
15 additional means that might be used to reduce that risk. In addition, any such motion must be
16 accompanied by a competent declaration in which the movant describes the parties' efforts to
17 resolve the matter by agreement (i.e., the extent and the content of the meet and confer discussions)
18 and sets forth the reasons advanced by the Designating Party for its refusal to approve the
19 disclosure.

20 In any such proceeding the Party opposing disclosure to the Expert shall bear the
21 burden of proving that the risk of harm that the disclosure would entail (under the safeguards
22 proposed) outweighs the Receiving Party's need to disclose the Protected Material to its Expert.

24 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
LITIGATION.

25 If a Receiving Party is served with a subpoena or an order issued in other litigation that
26 would compel disclosure of any information or items designated in this action as
27 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” the
28 Receiving Party must so notify the Designating Party, in writing (by fax, if possible) immediately

1 and in no event more than three court days after receiving the subpoena or order. Such notification
 2 must include a copy of the subpoena or court order.

3 The Receiving Party also must immediately inform in writing the Party who caused the
 4 subpoena or order to issue in the other litigation that some or all the material covered by the
 5 subpoena or order is the subject of this Protective Order. In addition, the Receiving Party must
 6 deliver a copy of this Stipulated Protective Order promptly to the Party in the other action that
 7 caused the subpoena or order to issue.

8 The purpose of imposing these duties is to alert the interested parties to the existence of this
 9 Protective Order and to afford the Designating Party in this case an opportunity to try to protect its
 10 confidentiality interests in the court from which the subpoena or order issued. The Designating
 11 Party shall bear the burdens and the expenses of seeking protection in that court of its confidential
 12 material – and nothing in these provisions should be construed as authorizing or encouraging a
 13 Receiving Party in this action to disobey a lawful directive from another court.

14

15 9. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.**

16 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
 17 Material to any person or in any circumstance not authorized under this Stipulated Protective
 18 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the
 19 unauthorized disclosures, (b) use its best efforts to retrieve all copies of the Protected Material, (c)
 20 inform the person or persons to whom unauthorized disclosures were made of all the terms of this
 21 Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to
 22 Be Bound” that is attached hereto as Exhibit A.

23

24 10. **FILING PROTECTED MATERIAL.**

25 Without written permission from the Designating Party or a court order secured after
 26 appropriate notice to all interested persons, a Party may not file in the public record in this action
 27 any Protected Material. A Party that seeks to file under seal any Protected Material must comply
 28 with Civil Local Rule 79-5.

1 11. FINAL DISPOSITION.

2 Unless otherwise ordered or agreed in writing by the Producing Party, within sixty days
3 after the final termination of this action, each Receiving Party must return all Protected Material to
4 the Producing Party. As used in this subdivision, “all Protected Material” includes all copies,
5 abstracts, compilations, summaries or any other form of reproducing or capturing any of the
6 Protected Material. With permission in writing from the Designating Party, the Receiving Party
7 may destroy some or all of the Protected Material instead of returning it. Whether the Protected
8 Material is returned or destroyed, the Receiving Party must submit a written certification to the
9 Producing Party (and, if not the same person or entity, to the Designating Party) by the sixty day
10 deadline that identifies (by category, where appropriate) all the Protected Material that was returned
11 or destroyed and that affirms that the Receiving Party has not retained any copies, abstracts,
12 compilations, summaries or other forms of reproducing or capturing any of the Protected Material.

13 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
14 pleadings, motion papers, transcripts, legal memoranda, correspondence or attorney work product,
15 even if such materials contain Protected Material. Any such archival copies that contain or
16 constitute Protected Material remain subject to this Protective Order as set forth in Section 4
17 (DURATION), above.

18

19 12. MISCELLANEOUS.

20 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its
21 modification by the Court in the future.

22 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party
23 waives any right it otherwise would have to object to disclosing or producing any information or
24 item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives
25 any right to object on any ground to use in evidence of any of the material covered by this
26 Protective Order.

27

28

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
2

3 DATED: 4/9/07

/s/ Christine S. Watson

4 Attorneys for Plaintiff and Counter-Defendant
5 NORCAL WASTE SYSTEMS, INC.

6 DATED: April 9, 2007

/s/ Marcie Keenan

7 Attorneys for Defendant and Counter-Claimant
8 APROPOS TECHNOLOGY, INC.

9 PURSUANT TO STIPULATION, IT IS SO ORDERED.
10

11 4/10/07

12 DATED: 4/10/07



13
14 HON. CLAUDIA WILKEN
15 United States District Judge
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

4 I, _____ [print or type full name], of _____
5 [print or type full address], declare under penalty of perjury that I have read in its entirety and
6 understand the Stipulated Protective Order that was issued by the United States District Court for
7 the Northern District of California on [date] _____ in the case of *Norcal Waste Systems, Inc. v.*
8 *Apropos Technology, Inc., Case No. 06-3410 CW*. I agree to comply with and to be bound by all
9 the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so
10 comply could expose me to sanctions and punishment in the nature of contempt. I solemnly
11 promise that I will not disclose in any manner any information or item that is subject to this
12 Stipulated Protective Order to any person or entity except in strict compliance with the provisions
13 of this order.

14 I further agree to submit to the jurisdiction of the United States District Court for the
15 Northern District of California for the purpose of enforcing the terms of this Stipulated Protective
16 Order, even if such enforcement proceedings occur after termination of this action.

17 I hereby appoint _____ [print or type full name] of
18 _____ [print or type full address and telephone number]
19 as my California agent for service of process in connection with this action or any proceedings
20 related to enforcement of this Stipulated Protective Order.

22 || Date:

23 City and State where sworn and signed: _____

24 Printed name: _____
[printed name]

26 | Signature: _____
[signature]